Michigan Department of Natural Resources - Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
525 W. Allegan, Lansing, MI 48933

CONTRACT NO. 751B6600013

Between

THE STATE OF MICHIGAN

And

Required by authority of 1984 PA 431, as amended.

Name of Contractor Republic Services: DBA Harland Sanitary Landfill	Primary Contact Lindsay Withrow	
Address of Contractor 3890 Camp Road	Email lwithrow@republicservices.com	
City, State, ZIP Manistee, MI 49660	Telephone (231) 794-7969	Contractor #, Mail Code 6636/001

STATE CONTACTS	AGENCY	NAME	TELEPHONE	EMAIL
Contract Compliance Inspector	Orchard Beach State Park	Melinda Eberbach	231-723-7422	eberbachm@mcichigan.gov
Buyer	Procurement Services	Patrick Avendt	231-723-4850	avendtp@michigan.gov

CONTRACT SUMMARY

Description
Rubbish removal services at Orchard Beach State Park, 2064 N. Lakeshore Rd., Manistee, MI 49660

Initial Term Three Years	Effective Date 2/1/2016	Initial Expiration Date 12/31/2018	Available Options Two One-Year Options
Payment Terms Net 45 Days	F.O.B N/A	Shipped N/A	Shipped From N/A
Alternate Payment Options ☐ P-card ☐ Direct Voucher (DV) XX Other: Purchase Order		Available to MiDeal Participants ☐ Yes ☐ No	

Minimum Delivery Requirements
N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $51,237.00 (approx. $17,079.00 per year)

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

Republic Services
Firm Name

Lindsay Withrow
Authorized Agent Signature

Lindsay Withrow
Authorized Agent (Print or Type)

2/1/16
Date

FOR THE STATE:

Patrick J. Avendt
Signature

Patrick J. Avendt
Name/Title

Dept. of Natural Resources
Office

2/1/2016
Date

FORM DMB 287 (REV 09/96)

STATE OF MICHIGAN
BLANKET PURCHASE ORDER

BLANKET PURCHASE ORDER NUMBER: 751B6600013

(ISSUING AGENCY)
CONTRACT SERVICES
GCCS - CONTRACT SERVICES
530 W ALLEGAN
LANSING MI 48909

MAIN FACS AGENCY NUMBER : 75110410

CONTRACT PERIOD
FROM : 02/01/2016
THROUGH : 12/31/2018

HARLANDS SANITARY LANDFILL INC
3890 CAMP RD
MANISTEE MI 49660

CONTRACTOR PHONE: 231 723-4850 EXT:
CONTRACTOR FAX : 231 723-4105 EXT:

ITB # :

F.O.B : DELIVERED

PAYMENT TERMS : NET 30 DAYS
EXT PURCHASING : N

BUYER NAME : PATRICK AVENDT

BUYER PHONE NO : 517 373-1186 EXT:

ESTIMATED VALUE : $51,237.00

DESCRIPTION : GARBAGE REMOVAL

ITEM	COMMODITY ID / COMMODITY DESC	SCHEDULE ID / SCHEDULE DESC	UNIT PRICE	U/M	MINIMUM QTY	MAX QTY
1	910-27	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	115.0000	EA		36.00

GARBAGE/TRASH REMOVAL AND DISPOSAL

GARBAGE REMOVAL AND DISPOSAL
SERVICE IN CAMPGROUND
NUMBER OF CONTAINERS: 2
CONTAINER SIZE: 8 CUBIC YARD
SERVICE FREQUENCY: ON-CALL
SERVICE PERIOD: MAY 1 THRU MAY 31

2	910-27	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	375.0000	MO		9.00

GARBAGE/TRASH REMOVAL AND DISPOSAL

SERVICE AT CAMPGROUND
NUMBER OF CONTAINERS: 2
CONTAINER SIZE: 8 CUBIC YARD
SERVICE FREQURENCY: ONE TIME PER WEEK ON MONDAY
SERVICE PERIOD: JUNE 1 THRU JUNE 30

3	910-27	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	1,499.0000	MO		18.00

BLANKET PURCHASE ORDER NUMBER: 751B6600013

ITEM	COMMODITY ID / COMMODITY DESC	SCHEDULE ID / SCHEDULE DESC	UNIT PRICE	U/M	MINIMUM QTY	MAX QTY
	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVIE AT CAMPGROUND NUMBER OF CONTAINERS: 2 CONTAINER SIZE: 8 CUBIC YARD SERVICE FREQUENCY: FOUR TIMES PER WEEK; MONDAY, WEDNESDAY, FRIDAY, AND SATURDAY SERVICE PERIOD: JULY 1 THRU AUGUST 31					
4	910-27	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	130.0000	EA		45.00
	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE AT CAMPGROUND (CONTAINER TO HOLD FISH REMAINS) NUMBER OF CONTAINERS: 1 CONTAINER SIZE: 3 CUBIC YARD SERVICE FREQUENCY: ON CALL SERVICE PERIOD: AUGUST 1 THRU SEPTEMBER 15					
5	910-27	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	750.0000	MO		9.00
	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE AT CAMPGROUND NUMBER OF CONTAINERS: 2 CONTAINER SIZE: 8 CUBIC YARD SERVICE FREQUENCY: TWO TIMES PER WEEK; MONDAY AND FRIDAY SERVICE PERIOD: SEPTEMBER 1 THRU SEPTEMBE 30					
6	910-27	BASE ENTIRE STATE OR SINGLE PRICE SCHEDULE	115.0000	EA		36.00
	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE AT PARK HEADQUARTERS NUMBER OF CONTAINERS: 1 CONTAINER SIZE: 8 CUBIC YARD SERVICE FREQUENCY: ON CALL SERVICE PERIOD: OCTOBER 1 THRU APRIL 30 MOVE CONTAINER FROM CAMPGROUND TO HEADQUARTERS APPROXIMATELY OCTOBER 1 AND RETURN CONTAINER TO CAMPGROUND APPROXIMATELY MAY 1.					

STATE OF MICHIGAN
BLANKET PURCHASE ORDER

Patrick Smith, Buyer (517) 284-5922

BLANKET PURCHASE ORDER NUMBER: 751B6600013

ADDITIONAL INFORMATION AND REQUIREMENTS

THIS IS NOT AN ORDER. A PURCHASE ORDER FORM WILL BE ISSUED BY AUTHORIZED STATE DEPARTMENTS AND AGENCIES AND SENT TO THE CONTRACTOR TO REQUEST DELIVERY WHEN NEEDED UNDER THE TERMS AND CONDITIONS OF THIS BLANKET PURCHASE ORDER.

PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---

STATE OF MICHIGAN

Contract #751B6600013

Rubbish Removal Services for
Orchard Beach State Park

EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements of any Contract resulting from this RFP. The term "Contractor" in this document refers to a bidder responding to this RFP.

The Contractor must respond to each requirement or question, and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

1.0 Project Identification

1.01 Background/Project Description

The purpose of this RFP is to secure a contract for rubbish removal services at Orchard Beach State Park. This is a formal request to prospective bidders to solicit bids and price quotations to establish a contract to provide such services.

Services will be required at the following locations:

Orchard Beach State Park (park headquarters and campground)
2064 N. Lakeshore Road
Manistee, MI 49660

1.02 Contract Activities

This section is designed to provide bidders with information on requirements associated with the contract. Quantities specified are estimates based on prior purchases and the State is not obligated to purchase in these or any other quantities.

General Requirements:
The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the rubbish removal services as described. The required objectives are to perform rubbish removal operations in an approved and workmanlike manner without hindrance or delay and to maintain the facility(s) in such a manner that provides a clean, healthy and safe environment for occupants and visitors.

Services include furnishing, installing, and setting in place all containers and collecting, hauling and disposing of container contents. The Program Manager or designee will determine location of containers.

Rubbish accumulation will include any and all materials that are discarded by the agency or public during the use, operation and maintenance of Orchard Beach State Park.

The Program Manger or designee will notify the Contractor by phone of all pick-ups identified on the pricing sheet as on-call. The Contractor is to respond to the on-call request within 24 hours.

When scheduled pick-up falls on a holiday, service will be performed the following day.

Services must be provided no earlier than 8:00 AM and no later than 6:00 PM.

Containers will be the property of the Contractor; therefore, all maintenance of containers will be the responsibility of the Contractor. Containers will be clean and well painted and in like new condition. All containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly. Any container which is

or becomes unsightly, or presents a hazard to the agency or public will be removed immediately and replaced by the Contractor. Containers will be maintained to prevent foul odors.

Containers will have tight fit, top loading split covers with lid positioners.

Rubbish and accumulations spilled from containers while being serviced must be immediately cleaned up by the contractor's collector.

Any excess rubbish stacked against full containers must be picked up with collection.

Collection vehicles will not be parked longer than necessary to make vicinity collections.

The Contractor must have equipment and staff to adequately perform the specified services. In the event of mechanical breakdown, the Contractor shall be expected to provide backup service so that rubbish removal services are performed as required. Equipment failure SHALL NOT constitute an acceptable reason for not performing the contracted service.

The Contractor performing work on State property shall report all accidents and/or injuries to the Program Manager. The Contractor shall provide a verbal report to the Program Manager within one hour of occurrence followed by a written report within 24 hours of occurrence. Any damage to parking lots, office buildings, curbs, pavements, shrubs, etc. caused by rubbish collectors/equipment shall be repaired and/or replaced by the Contractor.

All material picked up shall be disposed of in a facility properly licensed under the requirements of Part 115, Solid Waste Management (known as Act 641 of 1978, as amended) and the administrative rules adopted pursuant to that act. Proper documentation must be provided if requested.

The disposal site shall be in compliance with applicable state and federal laws, rules, regulations, and shall not be a listed Superfund Site or on the Michigan Sites of Environmental Contamination Priority List published pursuant to Act 201 of 1994, PA 401 (formerly Act 307 of 1982). A listed Superfund Site may be used when the State generated waste is disposed of in a portion of the site which is currently engaged in appropriate remedial response activity regarding those portions of the site which are not in compliance.

Solid waste haulers shall provide disposal services at licensed facilities, which are authorized in the applicable Solid Waste Management Plan(s) to accept solid waste from the locations included in the Contract. These sites were identified according to Sections 11513 and 11538(6) and Part 115 and Administrative Rule 711 (e) (iii) (C) of the administrative rules promulgated for Part 115.

If at any time the disposal site is not in compliance with the requirements stipulated above, the State reserves the right to amend or cancel the Contract.

Any service no longer required may be cancelled from the Contract.

1.03 Out of Scope Activities – Not applicable

1.04 State Review, Acceptance and Testing Process and Criteria – Not applicable

1.05 Final Acceptance – Not applicable

2.0 Contractor Responsibilities

2.01 Transition – Not applicable

2.02 Training – Not applicable

2.03 Technical Support, Repairs and Maintenance – Not applicable

3.0 Staffing

3.01 Contractor Representative

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

3.02 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 AM to 5:00 PM EST.

3.03 Technical Support, Repairs and Maintenance – Not applicable

3.04 Key Personnel – Not applicable

3.05 Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors. The organizational chart may be attached to the bidder's response.

3.06 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

Contractor Response: Contractor must list the projects which the subcontractor has collaborated on and detail exactly what tasks/roles the subcontractor provided under the contract.

Project Name:	
Project Description:	
Sub-contractor tasks:	
Date of Project:	

Contractor must provide a complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor must provide percent of work to be performed by the subcontractor: _____%

3.07 Security

The Contractor will be subject the following security procedures:

- Background checks (types, covered timeframe, and required documentation)
- Clearly identifying uniforms
- Name Badges
- Other

4.0 Project Management

4.01 Project Plan

The Contractor will carry out this project under the direction and control of the Project Manager, who will be a representative of the Parks & Recreation Division.

The Contractor must contact the Project Manager within two (2) business days after the contract is awarded to provide an approximate schedule of work start and end dates.

4.02 Meetings

The State may request meetings with the Contractor, as it deems appropriate.

4.03 Reporting – Not applicable

5.0 Pricing

5.01 Price Term

Pricing is firm for the entire length of the Contract.

5.02 Price Changes – Not Applicable

6.0 Ordering

6.01 Authorizing Document

The state shall authorize and commit to the contractor by issuance of a Purchase Order.

Collection times and collection frequencies will be conducted according to schedules which have been determined by the Program Manager. Yearly schedules will be conveyed to the Contractor through the issuance of purchase orders. Purchase orders will specify the start and end date of service periods for each "Collection Frequency" on the pricing sheet. Start dates and end dates of service periods may vary from year to year. Any change in schedules must have prior approval from the Contract Administrator.

7.0 Invoice and Payment

7.01 Invoice Requirements

All invoices shall be submitted to the State on a monthly basis and must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

Invoice amounts shall be per Contract prices only. No additional or miscellaneous charges (disposal fees, administrative fees, fuel surcharges, etc.) are allowed.

Payment terms are net 45 days unless quick payment discount terms are offered. If agreed net payment terms are less than 45 days, in accordance with the State's standard procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., payments made within 45 days after receipt of invoice are not subject to penalty. Bidder may offer quick payment terms (i.e. ___% discount off invoice if paid within ___ days) when submitting price quotes. Quick payment terms may be a factor considered when awarding the Contract.

7.02 Payment Methods

The State will process payment for services completed in the following manner:

- Payment against an existing Purchase Order

7.03 Procedure – Not applicable

8.0 Liquidated Damages – Not Applicable

9.0 Contract Activities That Will Include IT Related Services – Not applicable

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Republic Services ("**Contractor**"). This Contract is effective on the date the contract is executed ("**Effective Date**"), and unless terminated, expires on December 31, 2018.

This Contract may be renewed for up to two additional one-year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Patrick Avendt, Buyer Dept. of Natural Resources, 525 W. Allegan St. Lansing, MI 48915 avendtp@michigan.gov (517) 284-5922	Linda Withrow Republic Services, DBA Harland Sanitary Landfill 3890 Camp Rd. Manistee, MI 49660 (231) 794-7969 lwithrow@republicservices.com

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Patrick Avendt, Buyer Dept. of Natural Resources, 525 W. Allegan St. Lansing, MI 48915 avendtp@michigan.gov (517) 284-5922	Linda Withrow Republic Services, DBA Harland Sanitary Landfill 3890 Camp Rd. Manistee, MI 49660 (231) 794-7969 lwithrow@republicservices.com

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Melinda Eberbach, Unit Supervisor DNR-Orchard Beach State Park 2064 N. Lakeshore Rd. Manistee, MI 49660 eberbachm@michigan.gov (231) 723-7422	Linda Withrow Republic Services, DBA Harland Sanitary Landfill 3890 Camp Rd. Manistee, MI 49660 (231) 794-7969 lwithrow@republicservices.com

5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting. – N/A**

8. **Extended Purchasing Program. – N/A**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

    If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery. – N/A**

18. **Risk of Loss and Title. – N/A**

19. **Warranty Period. – N/A**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.
    Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order.

The State will not pay for Contract Activities; Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

    The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

    The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. **State Data. – N/A**

32. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

    a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

    b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need

to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Data Privacy and Information Security. – N/A

34. Payment Card Industry Data Security Standard. – N/A

35. CEPAS Electronic Receipt Processing Standard. – N/A

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien,

or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Prevailing Wage. – N/A**

41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations

period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Request for Proposal No. 075116B0006526

Rubbish Removal Services for
Orchard Beach State Park

EXHIBIT B
GENERAL PROPOSAL REQUIREMENTS

Contractors must provide a detailed response to each question. Attach any supplemental information and appropriately reference within your response.

	Bidder Response
1. Company Contact Information.	
Sole contact during the RFP process. Include the name, title, and contact information (address, e-mail and phone number).	Lindsay Withrow- Sales Manager lwithrow@republicservices.com 231-794-7969 3890 Camp Rd, Manistee MI 49660
Sole contact authorized to receive and sign any resulting Contract.	Lindsay Withrow
2. Company Background Information.	
Legal business name and address.	Republic Services
What State is your business incorporated in?	Michigan
Phone number.	231-723-4850
Website address.	Republicservices.com
Number of years in business and number of employees.	20 Years, 30,000 Employees Nationwide
Legal business name of any applicable parent company and address.	Republic Services: DBA Harland Sanitary Landfill
Has there been a recent change in the organizational structure (e.g., management team) or a change of control (merger or acquisition)? If so, why and how has it affected the company?	2008 Allied Waste & Republic Service Merged. Nothing has been affected
History of company and if growth has been organic, through mergers and acquisitions, or both?	Growth Organic and Acquisitions
Has your company had any contract terminated for contractor default in the last 3 years? If yes, explain when and the reasons for the termination.	No
3. Standard Contract	
The Contractor must affirm that it agrees with the attached Contract Terms, or if it does not agree, identify the specific exceptions to the Contract Terms. Exceptions must be listed here and Contractor must provide a redline version as an attachment.	We do not service on Sundays all year. Or Saturdays Sept-June

STATE OF MICHIGAN

Request for Proposal No. 075116B0006526

Rubbish Removal Services for
Orchard Beach State Park

EXHIBIT C
PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities by creating a quote in Buy4Michigan. The Contractor must also submit this document with pricing and agreement to proposed schedule in addition to submitting a quote thru the system.

2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

PRICE SHEET						
Containers						
Quantity	Capacity	Service Period	Collection Frequency	Collection Fee	Estimated Three Year Usage	Three Year Collection Fee
2	8 CY	Furnish and service containers at Orchard Beach State Park campground from May 1 thru May 31	On-call	$115.00 per pickup Per Container	12 Pickups	$1380.00
2	8 CY	Furnish and service containers at Orchard Beach State Park campground from June 1 thru June 30	One time per week (prefer Monday)	$375.00 per month	3 Months	$1125.00
2	8 CY	Furnish and service containers at Orchard Beach State Park campground from July 1 thru August 31	Four times per week (M, W, F, S)	$1499.00 per month	6 Months	$8994.00

1	3 CY	Furnish and service containers at Orchard Beach State Park campground from August 1 thru September 15. (Container is for fish remains.)	On-call	$130.00 per pickup	15 Pickups	$1950.00
2	8 CY	Furnish and service containers at Orchard Beach State Park campground from September 1 thru September 30	Two times per week (prefer Monday and Friday)	$750.00 per month	3 Months	$2250.00
Container moved from Campground to Park Headquarters weeks of October 1; returned to Campground week of May 1						
1	8 CY	Furnish and service container at Orchard Beach State Park headquarters from October 1 thru April 30	On-call	$115.00 per pickup	12 Pickups	$1380.00
					TOTAL THREE YEAR COLLECTION FEE	$17,079.00

Agreement to Proposed Schedule:

Bidder agrees to provide the services according to the schedule above: YES____X _ NO_____

If no, please indicate the exception:

Bidder Response:

Quick Payment Terms:

NA % Discount if paid within NA Days

OR

Payment terms are Net 45 Days